UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

HERCULES SATELLITE COMMUNICATIONS, LLC, Plaintiff, v. JM BEST COMMUNICATIONS, JM BEST, INC., and JOHNNY M. BROWN, Defendants.	Civil Action No.:	00-1191 (RMU)
	Document No.:	11

MEMORANDUM OPINION

GRANTING THE PLAINTIFF'S MOTION TO ENTER DEFAULT JUDGMENT

I. INTRODUCTION

This case comes before the court on the plaintiff's motion to enter default judgment. The plaintiff, Hercules Satellite Communications, LLC ("Hercules") seeks confirmation of an arbitration award rendered in its favor for $85,367.60, plus arbitration fees. Pursuant to 9 U.S.C. § 9, the court will enter default judgment for the plaintiff.

II. BACKGROUND

On April 5, 2000, Arbitrator Stephen M. Boyd awarded $85,367.60, plus arbitration costs to the plaintiffs. *See* Award of Arbitrator ("Award") at 2-3. Under the terms of the award, the defendants had 30 days to satisfy the debt. *See* Award at 2. As of May 5, 2000 – the deadline for payment in full of the award – the defendants had failed to pay any portion of the award. *See* Pet. to Confirm Arbitration Award ("Pet.") at 3. On May 26, 2000, the plaintiffs filed a request to confirm the award.

After the defendants failed to respond, the clerk of the court declared that the defendants were in default on August 9, 2000. *See* Mem. of Law in Support of Application for Default J. ("Mem. Law") at 2. On October 23, 2000, this court ordered the defendants to show cause on or before November 21, 2000, why the court should not enter a default judgment in favor of the plaintiffs. On November 22, 2000, one day after the court's deadline had passed, the defendant filed a response, which in its entirety stated:

> Default Judgment as requested by Plaintiff's [sic] should not enter because Defendant's [sic] have made payments in partial satisfaction of the arbitrator's award and will satisfy the award in due course.

See Defs.' Response to Order to Show Cause at 1. Additionally, defense counsel was not a member of the D.C. Bar.

III. ANALYSIS

The defendants have utterly failed to present any cognizable reason why this court should not enter default judgment. Indeed, the plain language of 9 U.S.C. § 9 *requires* that the court enter an order confirming the plaintiff's award, provided the conditions of the statute are met. The statute reads, in pertinent part:

> If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court *must* grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. Notice of the application shall be served upon the adverse party, and thereupon the court shall have jurisdiction of such party as though he had appeared generally in the proceeding.

9 U.S.C. § 9 (emphasis added).

In the instant case, each of the conditions set forth in 9 U.S.C. § 9 has been met. First, the award was rendered on April 5, 2000, and the request for confirmation was made on May 26, 2000. Thus, the plaintiffs have met the statute-of-limitations deadline. Second, the defendants' defense of partial satisfaction is not grounds for vacation, modification or correction under 9 U.S.C. §§ 10-11. Third, notice of the application was timely served on the defendants. Finally, the award was made in the District of Columbia, giving this court jurisdiction over the matter. Hence, by a plain reading of the statute, this court must enter default judgment in favor of the plaintiff.

IV. CONCLUSION

For all of these reasons, the court grants the plaintiff's motion for default judgment. An order directing the parties in a fashion consistent with this Memorandum Opinion is separately and contemporaneously issued this _____ day of February, 2001.

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Ricardo M. Urbina
United States District Judge